

1 connection with this Agreement shall be binding only if evidenced in writing and signed by each
2 Party or an authorized representative of each Party.

3 19.0 Necessary Acts and Cooperation.

4 19.1 The Parties shall do any act or thing and execute any and all instruments required by
5 this Agreement and which are necessary and proper to make effective the provisions of this
6 Agreement; provided, however, that the United States shall not be required to do any act or thing
7 that is not authorized by law and for which funds have not been appropriated by Congress; and
8 provided, further, that Utah shall not be required to do any act or thing that is not authorized by
9 law and for which funds have not been appropriated by the Utah legislature.

10 19.2 The Parties shall not protest any applications filed with the State Engineer of Utah in
11 furtherance of or as needed to effectuate the provisions of this Agreement, the St. George Water
12 Reuse Agreement, or the Settlement Agreement.

13 19.3 The Parties shall not file any objection or protest to any Proposed Determination
14 which may be issued by the State Engineer of Utah in furtherance of or as needed to effectuate this
15 Agreement, the St. George Water Reuse Agreement, or the Settlement Agreement; except to the
16 extent that such Proposed Determination may be inconsistent with these agreements.

17 19.4 The Parties shall not file any objection or protest to the Proposed Judgment and
18 Decree that is filed by stipulation of the Parties in the Virgin River Adjudication.

19 19.5 The Parties shall file in the Virgin River Adjudication those documents required to
20 obtain a judgment and decree, pursuant to Utah Rule of Civil Procedure 54(b), that is final as to all
21 parties to the Santa Clara Division of the Virgin River Adjudication and from which no further
22 appeals may be taken, which confirms the Utah State Engineer's Proposed Determination
23 regarding the water rights pooled in accordance with this Agreement, the Shivwits Water Right set
24 forth in the Settlement Agreement, and changes all "prior to 1890" water rights set forth in the
25 1922 adjudication entitled *St. George Santa Clara Field Co., et al. v. Newcastle Reclamation Co.,*
26 *et al.* to "1890" water rights.